Guy P. Roll, SBN# 015987 2151 East Broadway Road Suite 216 Tempe, AZ 85282 480-314-5505 Fax: 480-314-5510 office@roll-law.com

	BANKRUPTCY COURT CT OF ARIZONA
In re Robert B Johnson	Case No. 2:10-bk-41554 CHAPTER 13 PLAN AND APPLICATION FOR PAYMENT OF ADMINISTRATIVE EXPENSES
SSN xxx-xx-6905 5432 E. Juniper Avenue Scottsdale, AZ 85254	tor(s). Original Fourth Amended Modified Plan payments include post-petition mortgage payments
written objection by the deadline set forth in a Notice of Da joint case, then "Debtor" means both Debtors. This plan does n payment on your claim, you must file a proof of claim with the	te treatment of your claim as proposed in this Plan, you must file a state to File Objections to Plan served on parties in interest. If this is a ot allow claims or affect the timeliness of any claim. To receive Bankruptcy Court, even if this Plan provides for your debt. The ne Notice of Commencement of Case. Except as provided in § 1323(c), t in this Plan must timely file an objection to the Plan.
If this is an Amended or Modified Plan, the reasons for the USAA interest rate changed to amount stated in proof 2. USAA claim amount and interest rate changed to amount stated in proof 3. Keesler interest rate changed to amount stated in proof	f of claim #7. punt stated in proof of claim #8.
(A) Plan Payments and Property to be Submitted to the	Plan.
(1) Plan payments start on <u>01/31/2010</u> . The Debtor's \$\frac{2,086.00}{2,158.00}\$ each month for month <u>1</u> through mo The proposed plan duration is <u>60</u> months. The ap (2) In addition to the plan payments, Debtor will submi	onth 1. onth 60. plicable commitment period is 60 months. Section 1325(b)(4).
(B) Trustee's Percentage Fee. Pursuant to 28 U.S.C. § 586 property received, not to exceed 10%.	(e), the Trustee may collect the percentage fee from all payments and
	1

- Treatment of Administrative Expenses, Post-Petition Mortgage Payments and Claims. Except adequate protection payments under (C)(1), post-petition mortgage payments under (C)(4), or as otherwise ordered by the Court, the Trustee will make disbursements to creditors after the Court confirms this Plan. Unless otherwise provided in Section (J), disbursements by the Trustee shall be pro rata by class (except adequate protection payments) and made in the following order:
 - (1) Adequate protection payments. Section 1326(a)(1)(C) requires adequate protection payments to be made to creditors secured by personal property. Pursuant to Local Bankruptcy Rule 2084-6, the Trustee is authorized to make preconfirmation adequate protection payments to the certain secured creditors without a Court order, provided the claim is properly listed on Schedule D, the creditor files a secured proof of claim that includes documentation evidencing a perfected security agreement, and the debtor or creditor sends a letter to the Trustee requesting payment of preconfirmation adequate protection payments. The Trustee will apply adequate protection payments to the creditor's secured claim. After confirmation, unless the Court orders otherwise, adequate protection payments will continue in the same amount until claims to be paid before these claimants are paid in full, unless the confirmed plan or a court order specifies a different amount. If a secured creditor disagrees with the amount of the proposed adequate protection payments or the plan fails to provide for such payments, the creditor may file an objection to confirmation of this plan, file a motion pursuant to §§ 362, 363, or do both.

Creditor Keesler Federal Credit Union	Property Description 2004 Toyota Tundra, mileage 70,000 Location: 5432 E. Juniper Avenue,	Monthly Amount 104.00
USAA	Scottsdale AZ 85254 2000 Tige Boat 21VI Riders Location: 5432 E. Juniper Avenue, Scottsdale AZ 85254	179.00
USAA	1996 Celebrity Boat 180 FS	40.00
☐ See Section (J), Varying Provisions.		
(2) Administrative expenses. Section	507(a)(2).	
	ey received \$ 1,500.00 before filing. The balance o pplication shall be paid by the Trustee. See Section (I	
(b) Other Administrative Expense	es. [Describe]	
See Section (J), Varying Provisions.		
unexpired executory contract. For	Contracts. Pursuant to § 1322(b), the Debtor assume a lease or executory contract with an arrearage to curly payments to be paid direct by the Debtor. The arrearoof of claim.	e, the arrearage will be cured in the
(a) Assumed: Creditor & Property Description -NONE-	Estimated Arrearage Amount	Arrearage Through Date
(b) Rejected: Creditor -NONE-	Property Description	
See Section (J), Varying Provisions.		
1.		
•		
	2	

(4) Claims Secured Solely by Security Interest in Real Property. A creditor identified in this paragraph may mail the Debtor all correspondence, notices, statements, payment coupons, escrow notices, and default notices concerning any change to the monthly payment or interest rate without such being a violation of the automatic stay. Unless stated below, Debtor is to pay post-petition payments direct to the creditor and prepetition arrearages shall be cured through the Trustee. No interest will be paid on the prepetition arrearage or debt unless otherwise stated. The arrearage amount is to be adjusted to the amount in the creditor's allowed proof of claim. Except as provided in Local Bankruptcy Rule 2084-23, if a creditor gets unconditional stay relief the actual cure amount to be paid shall be adjusted by the Trustee pursuant to the creditor's allowed proof of claim. If the Debtor is surrendering an interest in real property, such provision is in paragraph (E). The Debtor is retaining real property and provides for each such debt as follows:

Creditor/Servicing Agent & Property Description USAA Single Family Home Location: 5432 E. Juniper Avenue, Scottsdale AZ 85254		Post-Petition Mortge Payments 0.00 Debtor will pay of creditor; or Included in Plan Trustee will pay cre	Arrearage 17,367.12 lirect to 0%	Arrearage Through Date
creditors listed below included in the Plan Secured Claim, then Section (C)(1) above	Personal Property or a Construction of the amount payments. However, if the only the proof of claim a	nt shown as the Amount to be the creditor's proof of claim a amount will be paid. Any ade to a secured claim or files a w	rsonal Property. Pursuant to § 13 e Paid On Secured Claim, with su mount is less than the Amount to equate protection payments are as wholly unsecured claim, the debto	ch amount be Paid on provided in
Creditor & Property Description Keesler Federal Credit Union 2004 Toyota Tundra, mileage Location: 5432 E. Juniper Av	9,43 70,000	Value of Collateral Valuation Method 9,045.00	Amount to be Paid On Secured Claim 9,435.72	Interest Rate 5.00
Scottsdale AZ 85254 USAA 2000 Tige Boat 21VI Riders Location: 5432 E. Juniper Av Scottsdale AZ 85254 USAA 1996 Celebrity Boat 180 FS		9.07 17,000.00 92.45 8,500.00	17,669.07 3892.45	6.489 5.00
See Section (J), Varying Pr	ovisions.			
(6) Priority, Unsecured	Claims. All allowed clai	ms entitled to priority treatm	ent under § 507 shall be paid in f	ùll pro rata.
		s. The Debtor shall remain c fore the petition date to be co <u>Estimated Arrear</u>		
(b) Other unsecured Creditor -NONE-	• •	of Priority Debt	<u>Est</u>	imated Amount
See Section (J), Varying Pr	ovisions.			
(7) Codebtor Claims. To nonpriority claims.	he following codebtor cla	aim is to be paid per the allow	wed claim, pro rata before other u	nsecured,
Creditor -NONE-	Codeb	otor Name	Estimated	d Debt Amount

See Section (J), Varying Provisions.

Desc

	(8) Unsecured Nonpriority Claims. Allowed unsecured, nonpriority claims shall be paid pro rata the balance of payments under the Plan.
\boxtimes	See Section (J), Varying Provisions.
(D)	Lien Retention. Secured creditors shall retain their liens until payment of the underlying debt determined under nonbankruptcy law or upon discharge, whichever occurs first. Federal tax liens shall continue to attach to property excluded from the bankruptcy estate under 11 U.S.C. § 541(c)(2) until the Internal Revenue Service is required to release the liens in accordance with non bankruptcy law.
	See Section (J), Varying Provisions.
(E)	<u>Surrendered Property</u> . Debtor surrenders the following property to the secured creditor. Upon confirmation of this Plan or except as otherwise ordered by the Court, bankruptcy stays are lifted as to the collateral to be surrendered. Any secured claim filed by such creditor shall receive no distribution until the creditor files an allowed unsecured claim or an amended proof of claim that reflects any deficiency balance remaining on the claim. Should the creditor fail to file an amended unsecured claim consistent with this provision, the Trustee need not make any distributions to that creditor.
	NE- Property Being Surrendered
(F)	Attorney Application for Payment of Attorney Fees. Counsel for the Debtor has received a prepetition retainer of \$ 1,500.00 , to be applied against fees and costs incurred. Fees and costs exceeding the retainer shall be paid from funds held by the Chapter 13 Trustee as an administrative expense. Counsel will be paid as selected in paragraph (1) or (2) below:
	(1) <u>Flat Fee</u> . Counsel for the Debtor has agreed to a total sum of \$ 3,500.00 to represent the Debtor. Counsel has agreed to perform the following services through confirmation of the plan:
	All of the below, except Additional Services. Review of financial documents and information. Consultation, planning, and advice, including office visits and telephone communications. Preparation of Petition, Schedules, Statement of Financial Affairs, Master Mailing List. Preparation and filing of Chapter 13 Plan, Plan Analysis, and any necessary amendments. Attendance at the § 341 meeting of creditors. Resolution of creditor objections and Trustee recommendations, and attendance at hearings. Reviewing and analyzing creditor claims for potential objections, and attendance at hearings. Responding to motions to dismiss, and attendance at hearings. Responding to motions for relief from the automatic stay, and attendance at hearings. Drafting and mailing of any necessary correspondence. Preparation of proposed order confirming the plan. Representation in any adversary proceedings. Representation regarding the prefiling credit briefing and post-filing education course.
	Additional Services. Counsel for the Debtor has agreed to charge a flat fee for the following additional services provided to the Debtor after confirmation of the plan:
	Preparation and filing of Modified Plan \$ Preparation and filing of motion for moratorium \$ Responding to motion to dismiss, and attendance at hearings \$ Defending motion for relief from the automatic stay or adversary proceeding \$ Preparation and filing of any motion to sell property \$ Other
	All other additional services will be billed at the rate of \$_\$125 \text{ or \$200}_\$ per hour for attorney time and \$_\$75_\$ per hour for paralegal time. Counsel will file and notice a separate fee application detailing the additional fees and costs requested. Counsel will include all time expended in the case in the separate fee application.
	See Section (J), Varying Provisions.
	4

	(2) Hourly Fees. For hourly fees to be paid as an administrative expense, counsel must file and notice a separate fee application detailing the additional fees and costs requested. The application must include all time expended in the case.
	Counsel has agreed to represent the Debtor for all services related to the Chapter 13 bankruptcy to be billed at the rate of \$_per hour for attorney time and \$per hour for paralegal time.
	See Section (J), Varying Provisions.
(G)	<u>Vesting</u> . Property of the estate shall vest in the Debtor upon confirmation of the Plan. The following property shall not revest in the Debtor upon confirmation: [Describe or state none]
	-NONE-
	See Section (J), Varying Provisions.
(H)	<u>Tax Returns</u> . While the case is pending, the Debtor shall provide to the Trustee a copy of any post-petition tax return within thirty days after filing the return with the tax agency. The Debtor has filed all tax returns for all taxable periods during the four-year period ending on the petition date, except: [not applicable or describe unfiled returns].
	-NONE-
(I)	<u>Funding Shortfall</u> . Debtor will cure any funding shortfall before the Plan is deemed completed.

- (J) Varying Provisions. The Debtor submits the following provisions that vary from the Local Plan Form, Sections (A) through (H):
- (1) 1. Debtor are the makers of a revolving line of credit dated October 22, 2007, under which the Debtor received a loan from USAA Federal Savings Bank in the principal amount of \$70,000.00 (the "Note"), which is secured by a second position Deed of Trust ("Second Deed of Trust") in favor of USAA Federal Savings Bank dated October 22, 2007 and recorded on November 5, 2007 with Maricopa County Recorder's Office at Instrument No. 2007-1190954, encumbering the real property located at 5432 E. Juniper Ave, Scottsdale, AZ 85254 and more fully described as:

 LOT 78, OF GREENWAY PARK 6 UNIT 2, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY Parcel ID: 215-85-100

 The described property is referred to herein as the "Real Property."
 - 2. USAA Federal Savings Bank's claim secured by the Second Deed of Trust is contingent upon confirmation of the Debtor's Chapter 13 Plan; SUBJECT TO THE FOLLOWING CONDITIONS:
 - a. The avoidance of USAA Federal Savings Bank's Second Deed of Trust is contingent upon the confirmation of the Debtor's Chapter 13 Plan;
 - b. The avoidance of USAA Federal Savings Bank's Second Deed of Trust is contingent upon the Debtor's full performance and completion of his Chapter 13 Plan;
 - c. The avoidance of USAA Federal Savings Bank's Second Deed of Trust is contingent upon the Debtor's receipt of a Chapter 13 discharge.
 - 3. Upon receipt of the Debtor's Chapter 13 discharge and completion of his Chapter 13 Plan, USAA Federal Savings Bank shall, after receipt of Notice of said discharge, promptly record a reconveyance of its Second Deed of Trust against the Subject Property with the Maricopa County Recorder's Office;
 - 4. In the event of either the dismissal of the Debtor's Chapter 13 case or the conversion of the Debtor's Chapter 13 case to any other Chapter under the United States Bankruptcy Code, USAA Federal Savings Bank shall retain its lien for the full amount due, USAA Federal Savings Bank's lien shall not be avoided, and USAA Federal Savings Bank's claim shall be treated as a secured claim.
 - 5. The terms of this Order shall be incorporated by reference in an Order confirming the Debtors' Chapter 13 plan in the bankruptcy Case No. 2:10-bk-41554-SSC.
 - 6. As a result of the avoidance of the lien of this creditor, this creditor shall not be paid through the plan as a secured creditor, or direct by the Debtor, rather any filed claim of this creditor for this debt shall be classified as a general unsecured claim and paid in accordance with Section (C)(8).
- (K) Plan Summary. If there is a discrepancy between paragraphs (A) (J) and paragraphs (K) (M), then the provisions of paragraphs (A) (J) and the confirmed plan control.

(1)	Trustee's compensation (10% of plan payments)	\$ 12,940.80
(2)	Ongoing post-petition mortgage payments	\$ 0.00
(3)	Administrative expenses and claims	\$ 2,000.00
(4)	Priority claims	\$ 0.00
(5)	Prepetition mortgage or lease arrears, or amount to cure defaults, including interest	\$ 18,761.05
(6)	Secured personal property claims, including interest	\$ 33,448.94
(7)	Amount to unsecured nonpriority claims	\$ 62,257.21
(8)	Total of plan payments	\$ 129,408,00

(L) Section 1325 Analysis.

(1) Best Interest of Creditors Test:

(a)	Value of Debtor's interest in nonexempt property	\$_	12,595.57
(b)	Plus: Value of property recoverable under avoiding powers	\$	0.00
(c)	Less: Estimated Chapter 7 administrative expenses	\$_	0.00
(d)	Less: Amount to unsecured, priority creditors	\$	0.00
(e)	Equals: Estimated amount payable to unsecured, nonpriority claims if Debtor filed Chapter 7	\$_	12,595.57

Paragraph (2) to be completed by debtors whose current monthly income exceeds the state's median income.

(2) Section 1325(b) Analysis:

(a)	Monthly disposable income under § 1325(b)(2), Form B22C, Statement of Current Monthly Income	\$ 4,412.63
(b)	Applicable commitment period	\$ 60
(c)	Section 1325(b)(2) monthly disposable income amount multiplied by 60	\$ 264,757.80

(M) Estimated Amount to Unsecured Nonpriority Creditors Under Plan

Dated: May 9, 2012

/s/ Robert B Johnson

Robert B Johnson

Debtor

/s/ Guy P. Roll

Guy P. Roll, SBN# 015987
Attorney for Debtor
The Roll Law Office, PLLC
2151 East Broadway Road
Suite 216
Tempe, AZ 85282
480-314-5505 Fax: 480-314-5510
office@roll-law.com

rev. 12/09

62,257.21

1	Guy P. Roll, SBN #015987	
2	THE ROLL LAW OFFICE, PLLC 2151 E. Broadway Rd., Suite 216	
3	Tempe, Arizona 85282	
4	(480) 314-5505 Office (480) 314-5510 Fax	
5	office@roll-law.com	
6	Attorney for Debtor	
7	IN THE UNITED STATE	S BANKRUPTCY COURT
8	IN AND FOR THE DI	STRICT OF ARIZONA
9		STRICT OF ARIZONA
10	In re:	NO. 2:10-bk-41554-SSC
11	ROBERT JOHNSON,	
12	Debtor.	Chapter 13
13		STIPULATED ORDER
14		CONFIRMING CHAPTER 13 PLAN
15	The Charter 12 Dies having have	
16	objection to confirmation having been resolution	properly noticed out to creditors and any lved,
17	IT IS ORDERED confirming the Plan of t	he Debtor as follows:
18		
19		O THE PLAN. Debtors shall submit the ome to the Trustee for distribution under the
20	Plan.	
21	(1) Future Earnings or Incom	e. Debtors shall make the following monthly
22	Plan payments:	,
23	Months Amount	
24	1 - 1 \$2,086.00	
25	1 - 1 \$2,086.00 2-60 \$2,158.00	
27	The payments are due on or befo	re the 1 st day of each month commencing
28	December 1, 2010. Debtors are ad	lvised that when payments are remitted late, ecured debts, which may result in a funding
	-	-1-
	2151 E. Broady	w Office, PLLC way Rd., Suite 216 AZ 85282
Case	2·10-bk-41554-SSC Doc 49 Filed 05/10	

Case 2:10-bk-41554-SSC Doc 49 Filed 05/10/12 Entered 05/10/12 16:24:19 Desc Main Document Page 8 of 12

26

27

28

shortfall at the end of the Plan term. Any funding shortfall must be cured before the plan is deemed completed.

The Debtors shall provide, directly to the Trustee copies of their **federal** and **state** income tax returns, including all attachments, forms, schedules and statements, for years 2011-2013 within 15 days of filing them. The purpose is to assist the Trustee in determining any change in debtor's annual disposable income.

- (2) Other Property. In the event that other property is submitted, it shall be treated as supplemental payments. In no event will the term of the Plan be reduced to less than 60 months, exclusive of any property recovered by the Trustee, unless all allowed claims are paid in full.
- (B) **DURATION.** This Plan shall continue for **60 months** from the first regular monthly payment described in Paragraph (A)(1) above. If at any time before the end of the Plan period all claims are paid, then the Plan shall terminate.
- (C) CLASSIFICATION AND TREATMENT OF CLAIMS. Claims shall be classified and paid as listed below. The Plan and this Order shall not constitute an informal proof of claim for any creditor. The Trustee shall receive the percentage fee on the Plan payments pursuant to 28 U.S.C. § 586(e), then the Trustee will pay creditors in the following order:

(1) Administrative expenses:

Attorney Fees. Guy P. Roll shall be allowed total compensation of \$3,500.00. Counsel received \$1,500.00 prior to filing this case and will be paid \$2,000.00 by the Chapter 13 Trustee.

(2) Claims Secured by Real Property:

USAA Mortgage, secured by a first deed of trust in the Debtors' residence, shall be paid directly by the Debtors to the secured creditor. The arrearage in the amount of \$17,367.12 shall be paid through the plan at a 0.0% interest rate.

(3) Claims Secured by Personal Property:

(a) Keesler Federal Credit Union, secured by a lien in a 2004 Toyota Tundra, shall be paid \$9,435.72 with 5.0% interest. The creditor will receive adequate protection payments of \$104.00 per month. The balance of the claim shall be classified as an unsecured nonpriority claim.

The Roll Law Office, PLLC 2151 E. Broadway Rd., Suite 216 Tempe, AZ 85282 (b) USAA, secured by a lien in a 2000 Tige Boat 21V1 Riders, shall be paid \$17,669.07 with 6.489% interest. The creditor will receive adequate protection payments of \$179.00 per month. The balance of the claim shall be classified as an unsecured nonpriority claim.

(c) USAA, secured by a lien in a 1996 Celebrity Boat 180 FS, shall be paid \$3,892.45 with 5.0% interest. The creditor will receive adequate protection payments of \$40.00 per month. The balance of the claim shall be classified as an unsecured nonpriority claim.

(4) Unsecured Priority Claims:

N/A

(5) Surrendered Property:

Upon confirmation of this plan or except as otherwise ordered by the Court, bankruptcy stays are lifted as to collateral to be surrendered. Such creditor shall receive no distribution until the creditor timely files a claim or an amended proof of claim that reflects any deficiency balance remaining on the claim. Assuming the creditor has an allowed proof of claim, should the creditor fail to file an amended claim consistent with this provision, the Trustee need not make any distributions to that creditor. Debtors surrender the following property:

N/A

(6) Other Provisions:

As a result of the avoidance of the lien of this creditor, this creditor shall not be paid through the plan as a secured creditor, or direct by the Debtor, rather any filed claim of this creditor for this debt shall be classified as a general unsecured claim and paid in accordance with Section (C)(8) of the Fourth Amended Plan.

(7) <u>Unsecured Nonpriority Claims</u>:

Unsecured claims must be paid at least \$62,257.21 before the plan is deemed completed.

All other claims shall be classified as unsecured and nonpriority. Such claims shall be paid pro rata the balance of the payments under the Plan

The Roll Law Office, PLLC 2151 E. Broadway Rd., Suite 216 Tempe, AZ 85282

1	and any unsecured debt balance remaining unpaid at the end of the Plan may be discharged as provided in 11 U.S.C. § 1328.
2	(D) EFFECTIVE DATE AND VESTING. The effective date of the Plan shall
3	be the date of this Order. Property of the estate vests in Debtors upon confirmation.
4	
5	The plan and this Order shall not constitute an informal proof of claim for any creditor.
6	ereditor.
7	
8	ORDER SIGNED ABOVE
9	Approved as to Form and Content By:
10	
11	
12	Russell Brown, Trustee
13	
14	
15	
16	Guy P. Roll
17	Attorney for Debtor
18	The Debtors certify: All required State and Federal income tax returns have been filed.
19	No domestic support obligation is owed or, if owed, such payments are current since the
20	filing of the Petition.
21	/s/ Robert Johnson
22	Debtor
23	
24	
25	
26	
27	
28	
Case	- 4 - The Roll Law Office, PLLC 2151 E. Broadway Rd., Suite 216 Tempe, AZ 85282 2:10-bk-41554-SSC Doc 49 Filed 05/10/12 Entered 05/10/12 16:24:19 Desc
	Main Document Page 11 of 12

LOCAL SAMPLE FORM 13-2. PLAN ANALYSIS

Debtor((s): Robert B Johns	on	Case No.:	2:10-bk-41554		
Prior:	Chapter 7 ()	Chapter 13 ()	Date:	May 10, 2012		
		TOTAL DEBT AND A	DMINISTRATE	EXPENSES		
		PROVIDED I	FOR BY THE PL	AN		
A.	DEBTOR'S UNPAI	D ATTORNEY FEES			\$	2,000.00
B.	PRIORITY CLAIM	S			\$	0.00
		es			\$	0.00
		er			\$	0.00
C.	PAYMENTS TO C	URE DEFAULTS			\$	18,761.05
D.	PAYMENTS ON S	ECURED CLAIMS			\$	33,448.94
E.	PAYMENTS ON C	THER CLASS			\$	0.00
F.	PAYMENTS ON G	ENERAL UNSECURED CI	_AIMS		\$	62,257.21
G.	SUB-TOTAL				\$	116,467.20
H.	TRUSTEE'S COM	PENSATION (10% of de	ebtor's payments)		\$	12,940.80
I.	TOTAL AMOUNT	OF PLAN PAYMENTS			\$	129,408.00
		RECONCILIATI	ON WITH CHA	PTER 7		
J.		NERAL UNSECURED CRE			•	12,595.57
	 Value of de Value of pr 	btor's interest in nonexempt operty recoverable under avo	property oiding powers		\$ \$	0.00
	3. Less: Estim	ated Chapter 7 administrativ	e expenses		\$	
	4. Less: Priori	ty claims			\$	0.00
K.	EQUALS ESTIMA UNDER CHAPTEI	TED DIVIDEND FOR GEN	ERAL UNSECU	RED CREDITORS	\$	12,595.57
L.		DEND UNDER PLAN			\$	62,257.21

IF THERE ARE DISCREPANCIES BETWEEN THE PLAN AND THIS PLAN ANALYSIS, THE PROVISIONS OF THE PLAN, AS CONFIRMED, CONTROL.